

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

J.W. PELTASON  
PresidentRECEIVED  
DIRECTOR'S OFFICE  
LBL

MAR 21 1995

OFFICE OF THE PRESIDENT  
300 Lakeside Drive  
Oakland, California 94612-3550  
Phone: (510) 987-9074  
Fax: (510) 987-9086

March 10, 1995

CHARLES V. SHANK, DIRECTOR  
LAWRENCE BERKELEY LABORATORYDelegation of Authority—To Solicit and Accept or Execute Certain Extramural Grants and Contracts

The authority granted to the President in Section 100.4(dd) (1) and (2) of the Standing Orders of The Regents was amended on July 16, 1993 to increase the President's execution authority with respect to contracts or grants by removing the seven-year time limit and the dollar limit. The authority granted to the President in Standing Order 100.4(dd) is delegated to you to the extent described below, as it pertains to extramural grants and contracts for research, scholarly or professional training, or for public service programs relating either to research or to scholarly or professional training not exceeding \$5,000,000 in direct costs in any one project year, solicited or received from sponsors other than the Department of Energy or any successor agency to it, by which each sponsor is willing to have the work performed consistent with the terms of Contract No. DE-AC03-76SF00098. For purposes of this delegation, the term grant includes grants from private sources, but excludes gifts as defined in the Guidelines for Review of Gifts/Grants for Research issued by the President on July 8, 1980.

Within the scope of this delegation, you are authorized to solicit and accept or execute such grants and contracts, including the signing of related documents as necessary, except those grants, contracts, or related documents solicited or accepted on behalf of The Regents of the University of California which:

- a. contain provisions falling within the restrictions and limitations set forth in Standing Order 100.4(dd); however, notwithstanding Standing Order 100.4(dd) (9), you may execute State of California Standard Agreements which include an indemnity clause under which the University assumes liability for the conduct of persons other than University personnel; or
- b. include an arrangement for indirect costs which changes the rates or the bases thereof as promulgated by the Office of the President; or
- c. require approval by the President or designee pursuant to specific policy memoranda issued from time to time.

cys Berkner  
Woods 3/22.

Laboratory procedures for preparation of proposals for extramural support and acceptance of grants or execution of contracts shall be in accordance with the University of California Contract and Grant Manual and with supplementary instructions as may be issued by the Office of the President.

A critical factor in processing contracts and grants is the review for legal sufficiency. Responsibility for accomplishing that review must be assigned specifically as a part of any redelegation by you. Attached is a copy of a pertinent Office of General Counsel memorandum dated March 27, 1974 which provides guidance on this particular point. Whenever there is any question as to whether a particular grant or contract requires legal review, General Counsel's advice shall be obtained.

This delegation is effective immediately and supersedes the October 6, 1988 delegation of authority to the Director, Lawrence Berkeley Laboratory (DA 0976) delegating authority to solicit, accept, or execute certain extramural grants and contracts. This authority may be redelegated to specific designees, but may not be further redelegated. Any redelegation shall be in writing with copies to the Senior Vice President--Business and Finance, the Special Assistant--Coordination & Review, the General Counsel and Vice President for Legal Affairs, and the Secretary of The Regents.



J. W. Peltason

Attachment

cc: Chancellors  
Members, President's Cabinet  
Associate Vice President--Business and Finance  
Special Assistant--Coordination & Review  
Acting Special Assistant--Laboratory Administration  
Principal Officers of The Regents

March 27, 1974

VICE PRESIDENT JOHN A. PERKINS.

Re: Routine Contracts and Grants  
Which Need Not Be Reviewed  
By Office of General Counsel

This memorandum updates and replaces that of February 7, 1966 from then General Counsel Cunningham to then President Kerr regarding legal review of routine contracts and grants. Extramural grants and contracts for research, scholarly or professional training, or for public service programs relating either to research or to scholarly or professional training which are routine as to legal form, and which are within the authority of the President to approve (hereafter, "routine contracts and grants"), need not be submitted to the Office of the General Counsel for legal review. Routine contracts and grants are those meeting both of the following conditions:

a. with the Federal Government or the State of California, other than those requiring Regents' approval; and

b. which contain Special Provisions and General Provisions which are usual for comparable contracts and grants with the government agencies concerned.

The following contracts and grants should not be considered routine:

1. those with entities other than the Federal Government or the State of California; or

2. those which require Regents' approval under Standing Order 101.1(aa)\* including such contracts

\*For current reference, see Standing Order 100.4(dd).

Vice President John A. Perkins  
March 27, 1974  
Page two

with the Federal Government or the State of California;  
or

3. those which contain Special Provisions differing substantially from those found in comparable contracts and grants with the government agencies concerned; or

4. those which contain material changes in the usual General Provisions.

To help insure the legal sufficiency of routine contracts and grants the points set forth in the attached "Check List for Review of Contracts and Grants" should be checked. Also, particular attention should be given to patent clauses and publication provisions to ascertain that these clauses comply with University policy.

Routine contracts and grants may involve legal problems, especially those relating to unusual undertakings. Therefore, the official with the authority to approve contracts and grants should always feel free to seek legal advice from the Office of General Counsel.

The procedure of the General Counsel's office described above does not preclude legal review of routine contracts and grants. Rather, it is optional whether any such contracts will be submitted to the General Counsel for review.

If you have any questions or if I can be of any further assistance with respect to this matter, please let me know.

Donald L. Reichaer  
General Counsel

cc: President Hitch  
Secretary Woolman

## CHECKLIST FOR REVIEW OF CONTRACTS AND GRANTS

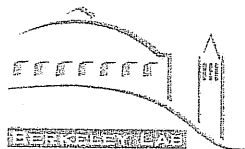
1. Is the name and status of each contracting party correctly set forth? e.g., "The Regents of the University of California," which is described as "a California corporation."
- (Note: Setting forth the "University of California or some instrumentality thereof as the contracting party is not correct, as the University and all its instrumentalities do business in the official name of "The Regents of the University of California.")
2. Is the consideration for the contract sufficiently stated? i.e., Are the services and/or materials to be rendered and/or furnished by the Contractor (The Regents of the University of California) set forth, and are the amount, time and manner of payment to The Regents therefor set forth?
3. Is the effective date of the contract set forth or ascertainable from the provisions of the contract (see item 4 below)?
4. Is the period of performance and/or duration of the contract set forth?
5. If authorization has been obtained to incur costs prior to execution of a federal contract, does the contract contain a special clause providing for reimbursement of such costs or otherwise insure reimbursement of such costs?
6. Are there any ambiguous words or phrases included in the contract?
7. Are there any words or phrases inconsistent with words or phrases in other parts of the contract?
8. Is the subject matter of the contract so described that it may be identified with certainty?
9. Is there any document which is attached to the contract which is meant to be a part thereof? If so, has it been correctly identified and made a part of the contract by the following phrase or another phrase to the same effect: "

attached hereto, is incorporated herein by this reference."

10. Is there any recital in the contract that an attached document is made a part of the contract? If so, has that document been attached as recited?
11. If a State of California contract on the Standard Agreement Form 2 is involved, is there a printed clause on the reverse side thereof which reads as follows:

"Contractor shall not be allowed or  
paid travel or per diem expenses  
unless set forth in this agreement?"

If so, and if travel or per diem expenses are to be allowed or paid to contractor under the contract, is a typewritten statement to this effect set forth in the contract?




CHARLES V. SHANK  
DIRECTOR

ERNEST ORLANDO LAWRENCE  
BERKELEY NATIONAL LABORATORY

BLDG. 50A-4119  
EXT: 5111  
FAX: 5720

April 6, 2004

TO: David A. Garcia  
Principal Contracts Officer

FROM: Charles V. Shank, Laboratory Director 

SUBJECT: Redefinition of Contract and Grant Authority

In his memorandum dated March 10, 1995, then-President Peltason delegated to me, as Laboratory Director, authority concerning solicitation, and acceptance or execution of certain extramurally supported grants and contracts. A copy is attached for reference.

I hereby redelegate this authority, subject to the restrictions identified in President Peltason's March 10, 1995, delegation as follows:

REDELEGATION	To Approve Proposals with Annual Direct Costs Not Exceeding	To Determine Necessity of Legal Review Before Acceptance/ Exception	To Accept or Execute Grants Contracts with Annual Direct Costs Not Exceeding
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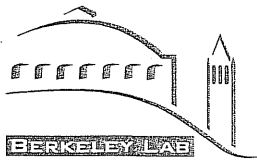
Principal Contracts Officer David A. Garcia	\$2,000,000.00	Yes	\$2,000,000.00
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REDELEGATION This authority may not be redelegated.

SOURCE REFERENCES Standing Order 100.4(dd); President's memo 3/10/95;  
General Counsel's memo 3/27/74; University of  
California Contract and Grant Manual; Laboratory  
Contract and Grant Manual

Attachments (3/10/95 memo; 4/27/74 memo)

cc: Senior Vice President Mullinix  
General Counsel Holst  
Secretary Trivette  
Acting Chief Financial Officer Fernandez; J. Weiner  
Laboratory Counsel Woods  
Special Assistant Gardner



CHARLES V. SHANK  
DIRECTOR

ERNEST ORLANDO LAWRENCE  
BERKELEY NATIONAL LABORATORY

BLDG. 50A-4119  
EXT: 5111  
FAX: 6720

August 26, 2002

To: PIERMARIA J. ODDONE  
Deputy Director

SALLY M. BENSON  
Deputy Director, Operations

WILLIAM A. WASSON  
Chief Financial Officer

JEFFREY S. WEINER  
Senior Manager, Sponsored Projects Office

RICK M. INADA  
Contracts Manager

LINDA R. RUTKOWSKI  
Principal Contracts Officer

→ SUEANN L. DANG  
Principal Contracts Officer

PHYLLIS M. HOUSEL GALE  
Principal Contracts Officer

NANCY SAXER  
Principal Contracts Officer

RICHARD W. WILSON  
Principal Contracts Officer

FROM: CHARLES V. SHANK, LABORATORY DIRECTOR

SUBJECT: REDELEGATION OF CONTRACT AND GRANT AUTHORITY

In his memorandum dated March 10, 1995, then-President Peltason delegated to me, as Laboratory Director, authority concerning solicitation, and acceptance or execution of certain extramurally supported grants and contracts. A copy is attached for reference.



I hereby redelegate this authority, subject to the restrictions identified in President Peltason's March 10, 1995, delegation as follows:

REDELEGATION	To Approve Proposals with Annual Direct Costs Not Exceeding	To Determine Necessity of Legal Review Before Acceptance/Exception	To accept or Execute Grants, Contracts with Annual Direct Costs Not Exceeding
Deputy Director, Operations Sally M. Benson	\$5,000,000.00	Yes	\$5,000,000.00
Deputy Director Piermaria J. Oddone	\$5,000,000.00	Yes	\$5,000,000.00
Chief Financial Officer William A. Wasson	\$5,000,000.00	Yes	\$5,000,000.00
Manager, SPO Jeffrey S. Weiner	\$5,000,000.00	Yes	\$5,000,000.00
Principal Contracts Officer Rick M. Inada	\$5,000,000.00	Yes	\$5,000,000.00
Principal Contracts Officer Linda R. Rutkowski	\$2,000,000.00	Yes	\$2,000,000.00
Principal Contracts Officer Phyllis M. Housel Gale	\$2,000,000.00	Yes	\$2,000,000.00
Principal Contracts Officer Nancy Saxer	\$2,000,000.00	Yes	\$2,000,000.00

Piermaria J. Oddone, et. Al  
August 26, 2002  
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REDELEGATION	To Approve Proposals with Annual Direct Costs Not Exceeding	To Determine Necessity of Legal Review Before Acceptance/Exception	To accept or Execute Grants, Contracts with Annual Direct Costs Not Exceeding
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Principal Contracts Officer Richard W. Wilson	\$2,000,000.00	Yes	\$2,000,000.00
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Principal Contracts Officer Sueann L. Dang	\$2,000,000.00	Yes	\$2,000,000.00
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SUPERSEDES                      All previous redelegations to solicit and accept or  
execute extramural grant and contracts.

REDELEGATION                      This authority may not be redelegated.

SOURCE REFERENCES              Standing Order 100.4(dd); President's memo 3/10/95;  
General Counsel's memo 3/27/74; University of  
California Contract and Grant Manual; Laboratory  
Contract and Grant Manual

Attachments (3/10/95 memo; 3/27/74 memo)

cc:     Senior Vice President Mullinix  
         General Counsel Holst  
         Secretary Trivette  
         Laboratory Counsel Woods  
         Special Assistant Gardner